

# EXHIBIT 1

**Exhibit 1**



CT Corporation

**Service of Process  
Transmittal**

03/10/2022

CT Log Number 541203945

**TO:** Legal Sop  
Best Buy Enterprise Services, Inc.  
7601 PENN AVE S  
RICHFIELD, MN 55423-3683

**RE: Process Served in Texas**

**FOR:** Best Buy Co., Inc. (Domestic State: MN)

**ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:**

**TITLE OF ACTION:** Re: MIGUEL GARCIA // To: Best Buy Co., Inc.

**DOCUMENT(S) SERVED:** Citation, Attachment(s), Petition and Demand

**COURT/AGENCY:** 68th District Court of Dallas County, TX  
Case # DC2201840

**NATURE OF ACTION:** Personal Injury - Failure to Maintain Premises in a Safe Condition - 05/24/2020

**ON WHOM PROCESS WAS SERVED:** C T Corporation System, Dallas, TX

**DATE AND HOUR OF SERVICE:** By Process Server on 03/10/2022 at 12:12

**JURISDICTION SERVED :** Texas

**APPEARANCE OR ANSWER DUE:** By 10 a.m. of the Monday next following the expiration of 20 days after service  
(Document(s) may contain additional answer dates)

**ATTORNEY(S) / SENDER(S):** LOREN G. KLITSAS  
KLITSAS & VERCHER, P.C.  
550 WESTCOTT, SUITE 570  
HOUSTON, TX 77007  
713-862-1365

**ACTION ITEMS:** CT has retained the current log, Retain Date: 03/11/2022, Expected Purge Date:  
03/16/2022

Image SOP

Email Notification, Legal Sop ctlegalsop@bestbuy.com

**REGISTERED AGENT ADDRESS:** C T Corporation System  
1999 Bryan Street  
Suite 900  
Dallas, TX 75201  
877-564-7529  
MajorAccountTeam2@wolterskluwer.com

The information contained in this Transmittal is provided by CT for quick reference only. It does not constitute a legal opinion, and should not otherwise be relied on, as to the nature of action, the amount of damages, the answer date, or any other information contained in the included documents. The recipient(s) of this form is responsible for reviewing and interpreting the included documents and taking appropriate action, including consulting with its legal and other advisors as necessary. CT disclaims all liability for the information contained in this form, including for any omissions or inaccuracies that may be contained therein.



## PROCESS SERVER DELIVERY DETAILS

**Date:** Thu, Mar 10, 2022

**Server Name:** Steve Friedenthal

Entity Served	BEST BUY CO., INC.
Case Number	DC-22-01840
Jurisdiction	TX



**FORM NO. 353-3 - CITATION  
THE STATE OF TEXAS**

**To: BEST BUY CO., INC.  
SERVING REGISTERED AGENT CT CORPORATION SYSTEM  
1999 BRYAN STREET SUITE 900  
DALLAS TX 75201-3136**

**GREETINGS:**

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10 o'clock a.m. of the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you. In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at TexasLawHelp.org. Your answer should be addressed to the clerk of the **68th District Court** at 600 Commerce Street, Ste. 101, Dallas, Texas 75202.

Said Plaintiff being **MIGUEL GARCIA**


Filed in said Court **15th day of February, 2022** against

**BEST BUY CO., INC.**

For Suit, said suit being numbered **DC-22-01840**, the nature of which demand is as follows:  
Suit on **OTHER PERSONAL INJURY** etc. as shown on said petition **REQUEST FOR DISCLOSURE**,  
a copy of which accompanies this citation. If this citation is not served, it shall be returned unexecuted.

WITNESS: FELICIA PITRE, Clerk of the District Courts of Dallas, County Texas.  
Given under my hand and the Seal of said Court at office this 22nd day of February, 2022.

ATTEST: FELICIA PITRE, Clerk of the District Courts of Dallas, County, Texas

By , Deputy  
DANIEL MACIAS



**ESERVE**

**CITATION**

**DC-22-01840**

**MIGUEL GARCIA  
vs.  
BEST BUY CO., INC.**

**ISSUED THIS  
22nd day of February, 2022**

**FELICIA PITRE  
Clerk District Courts,  
Dallas County, Texas**

By: DANIEL MACIAS, Deputy

**Attorney for Plaintiff  
LOREN G. KLITSAS  
KLITSAS & VERCHER, P.C.  
550 WESTCOTT SUITE 570  
HOUSTON TX 77007  
713-862-1365  
klitsas@kv-law.com**

**DALLAS COUNTY  
SERVICE FEES  
NOT PAID**

## OFFICER'S RETURN

Case No. : DC-22-01840

Court No.68th District Court

Style: MIGUEL GARCIA

vs.

BEST BUY CO., INC.

Came to hand on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ .M. Executed at \_\_\_\_\_,  
within the County of \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ .M. on the \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_, by delivering to the within named \_\_\_\_\_

each in person, a true copy of this Citation together with the accompanying copy of this pleading, having first endorsed on same date of delivery. The distance actually traveled by  
me in serving such process was \_\_\_\_\_ miles and my fees are as follows: To certify which witness my hand.

For serving Citation	\$ _____	_____
For mileage	\$ _____	of _____ County, _____
For Notary	\$ _____	By _____ Deputy

(Must be verified if served outside the State of Texas.)

Signed and sworn to by the said \_\_\_\_\_ before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
to certify which witness my hand and seal of office.

\_\_\_\_\_  
Notary Public \_\_\_\_\_ County \_\_\_\_\_

DC-22-01840

CAUSE NO. \_\_\_\_\_

MIGUEL GARCIA	§	IN THE DISTRICT COURT OF
	§	
V.	§	DALLAS COUNTY, TEXAS
	§	68th
BEST BUY CO., INC.	§	_____ JUDICIAL DISTRICT

**PLAINTIFF'S ORIGINAL PETITION AND JURY DEMAND**

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, MIGUEL GARCIA, hereinafter sometimes referred to as "Plaintiff," complaining of BEST BUY CO., INC., hereinafter sometimes referred to as "Defendant", and for cause of action would show unto the Court as follows:

**I. LEVEL**

Discovery is intended to be conducted under Level 2 of the Texas Rules of Civil Procedure 190. Plaintiff affirmatively pleads that he seeks only monetary relief in excess of \$250,000, but not more than \$1,000,000, excluding costs, penalties, expenses, pre-judgment interest, and attorney's fees.

**II. PARTIES**

Plaintiff is a resident of Dallas County, Texas.

Defendant, Best Buy Co., Inc. is a foreign for-profit corporation licensed to do business in Texas, and may be served by serving its registered agent for service, CT Corporation System, 1999 Bryan St., Suite 900, Dallas, Texas 75201-3136 or wherever it may be found.

**III. ASSUMED NAMES, MISNOMER, AND ALTER EGO**

As authorized by Rule 28 of the Texas Rules of Civil Procedure, this suit is brought against all those partnerships, unincorporated associations, private corporations, and individuals, either known or unknown, who are or were, during the period in which the incident made the basis of

this lawsuit occurred, including May 24, 2020, doing business as Best Buy Co., Inc. Further, in the event that any parties are misnamed or not included herein, it is Plaintiff's contention that such was a misnomer and/or such parties are/were alter egos of parties named herein.

Whenever in this petition it is alleged that the Defendant did any act or thing, it is meant that the Defendant's agents, officers, servants, borrowed servants, employees, or representatives did such act or thing and that the time such act or thing was done, it was done with the full authorization or ratification of Defendant or was done in the normal and routine course and scope of employment of Defendant's officers, agents, servants, borrowed servants, employees or representatives. The principal is vicariously liable for the acts of the agent because of an employer employee status, agency by estoppel, ostensible agency or borrowed servant doctrine.

#### **IV. JURISDICTION & VENUE**

This Court has jurisdiction in this cause since the damages to Plaintiff are within the jurisdictional limits of this Court.

All or a substantial part of the event or omissions giving rise to the claim occurred in Dallas County. Therefore, venue is proper pursuant to §15.001 and §15.002(a)(1) of the Texas Civil Practice & Remedies Code.

#### **V. NON-SUBSCRIBER**

At all times material, Defendant, Best Buy Co., Inc. was a non-subscriber pursuant to Tex. Lab. Code § 401.001, *et seq.*

#### **VI. FACTS**

##### **Negligence**

On or about May 24, 2020, Plaintiff was lifting items in the warehouse at the Best Buy located at 731 N. Highway 67, in Cedar Hill, Texas when he injured his back, seriously injuring

himself. Defendant was negligent for the following acts and/or omissions including, but not limited to:

1. Failure to provide a safe workplace;
2. Failure to provide adequate safety policies and practices;
3. Failure to follow adequate safety policies and practices;
3. Failure to provide proper assistance and training;
4. Failure to provide properly trained supervisors and/or directors;
5. Requiring Plaintiff to perform tasks under conditions as stated above;
6. Failure to maintain equipment; and
7. Negligence in general.

The above-mentioned acts and/or omissions of Defendant constitutes negligence which proximately caused the damages sustained by Plaintiff.

#### **VII. DAMAGES**

As a result of the occurrence in question, Plaintiff, Miguel Garcia, sustained serious personal injuries, mental anguish, physical pain and suffering, medical expenses in the past, and impairment and disability in the past. It is believed the Plaintiff will also suffer legally recoverable damages in the future. The Plaintiff will respectfully request the Court and Jury to determine the amount of loss that Miguel Garcia has incurred and will incur in the future, not only from a financial standpoint, but also in terms of good health and freedom from pain and worry. There are certain elements of damages provided by law that the Plaintiff is entitled to have the jury in this case consider separately to determine the sum of money for each element that will fairly and reasonably compensate the Plaintiff for the injuries, damages, and losses incurred from the date of the accident in question until the time of trial of this case. Those elements of damages are as



follows:

- a. The physical pain that the Plaintiff has suffered from the date of the occurrence in question up to the time of trial;
- b. The mental anguish that the Plaintiff has suffered from the date of the occurrence in question up to the time of trial;
- c. The amount of reasonable medical expenses necessarily incurred in the treatment of the Plaintiff's injuries from the date of the accident in question up to the time of trial;
- d. The loss and/or reduction of earnings and/or earning capacity sustained by the Plaintiff from the date of the occurrence in question up to the time of trial;
- e. The disfigurement which the Plaintiff has suffered from the date of the occurrence in question up to the time of trial; and
- f. The physical impairment in which the Plaintiff has suffered from the date of the occurrence in question up to the time of trial.

Further, the following are elements of damages to be considered separately which the Plaintiff will sustain in the future beyond the trial that are determined by a preponderance of the evidence upon trial of this cause.

- a. The physical pain that the Plaintiff will suffer in the future beyond the time of trial;
- b. The mental anguish that the Plaintiff will suffer in the future beyond the time of trial;
- c. The reasonable value of medical expenses that will necessarily be incurred in the treatment of the Plaintiff's injuries in the future beyond the time of trial;
- d. The loss and/or reduction in Plaintiff's earnings or earning capacity in the future caused by the injuries sustained in the occurrence in question;
- e. The disfigurement that the Plaintiff will suffer in the future beyond the time of trial; and
- f. the physical impairment which the Plaintiff will suffer in the future beyond the time of trial.

Plaintiff, Miguel Garcia, seeks monetary relief of over \$250,000, but not more than

\$1,000,000, and demand for judgment for all other relief to which the party deems himself entitled.

**VIII. REQUESTS FOR DISCLOSURE**

Pursuant to Texas Rule of Civil Procedure 194, Plaintiff requests that Defendant disclose the information or material described in Rule 194.2.

**IX. JURY DEMAND**

Plaintiff respectfully requests a trial by jury and herewith tenders the appropriate fee.

**X. PRAYER**

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that Defendant be cited to appear and answer and that upon final hearing, Plaintiff, recover judgment against the Defendant for his damages as they may appear at trial hereof, prejudgment and post-judgment interest, costs of court, and such other relief to which Plaintiff may be entitled.

Respectfully Submitted,

**KLITSAS & VERCHER, P.C.**

By: /s/ Loren G. Klitsas

**Loren G. Klitsas**

**State Bar No. 00786025**

550 Westcott, Suite 570

Houston, Texas 77007

(713) 862-1365 – telephone

(713) 862-1465 – facsimile

klitsas@kv-law.com

**ATTORNEY FOR PLAINTIFF**

# EXHIBIT 2

**Exhibit 2**

**FORM NO. 353-3 - CITATION  
THE STATE OF TEXAS**

To: **BEST BUY CO., INC.**  
**SERVING REGISTERED AGENT CT CORPORATION SYSTEM**  
**1999 BRYAN STREET SUITE 900**  
**DALLAS TX 75201-3136**

**GREETINGS:**

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10 o'clock a.m. of the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you. In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at TexasLawHelp.org. Your answer should be addressed to the clerk of the **68th District Court** at 600 Commerce Street, Ste. 101, Dallas, Texas 75202.

Said Plaintiff being **MIGUEL GARCIA**


Filed in said Court **15th day of February, 2022** against

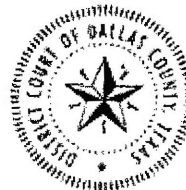
**BEST BUY CO., INC.**

For Suit, said suit being numbered **DC-22-01840**, the nature of which demand is as follows:  
 Suit on **OTHER PERSONAL INJURY** etc. as shown on said petition **REQUEST FOR DISCLOSURE**,  
 a copy of which accompanies this citation. If this citation is not served, it shall be returned unexecuted.

WITNESS: FELICIA PITRE, Clerk of the District Courts of Dallas, County Texas.  
 Given under my hand and the Seal of said Court at office this 22nd day of February, 2022.

ATTEST: FELICIA PITRE, Clerk of the District Courts of Dallas, County, Texas

By , Deputy  
**DANIEL MACIAS**

**ESERVE****CITATION**

**DC-22-01840**

**MIGUEL GARCIA**  
 vs.  
**BEST BUY CO., INC.**

ISSUED THIS  
**22nd day of February, 2022**

FELICIA PITRE  
 Clerk District Courts,  
 Dallas County, Texas

By: DANIEL MACIAS, Deputy

**Attorney for Plaintiff**  
**LOREN G. KLITSAS**  
**KLITSAS & VERCHER, P.C.**  
**550 WESTCOTT SUITE 570**  
**HOUSTON TX 77007**  
**713-862-1365**  
**klitsas@kv-law.com**

**DALLAS COUNTY**  
**SERVICE FEES**  
**NOT PAID**

## OFFICER'S RETURN

Case No. : DC-22-01840

Court No.68th District Court

Style: MIGUEL GARCIA

vs.

BEST BUY CO., INC.

Came to hand on the 10th day of march, 20 22, at 8:00 o'clock A.M. Executed at 1909 BRIVAN ST. #900, DALLAS, TX 75209  
 within the County of DALLAS at 11:45 o'clock A.M. on the 10th day of MARCH,  
 20 22, by delivering to the within named BEST BUY CO INC B/S IT'S A/A, CT CORPORATION SYSTEMS, IT/AS/CM  
TERICA WILLIAMS

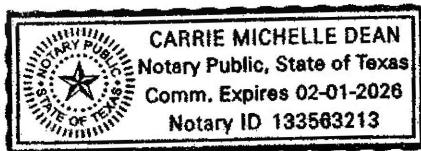
each in person, a true copy of this Citation together with the accompanying copy of this pleading, having first endorsed on same date of delivery. The distance actually traveled by  
 me in serving such process was \_\_\_\_\_ miles and my fees are as follows: To certify which witness my hand.

For serving Citation	\$ _____	<u>STEVEN J. FRIEDENWALD</u>
For mileage	\$ _____	of <u>DALLAS</u> County, <u>TX</u>
For Notary	\$ _____	By <u>[Signature]</u> Deputy

(Must be verified if served outside the State of Texas.)

Signed and sworn to by the said STEVEN J. FRIEDENWALD before me this 11th day of march, 20 22  
 to certify which witness my hand and seal of office.

Carrie M. Dean  
 Notary Public Dallas County TX



**Automated Certificate of eService**

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Envelope ID: 62571073

Status as of 3/16/2022 11:48 AM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
LOREN G.KLITSAS		klitsas@kv-law.com	3/14/2022 11:07:48 AM	SENT

# EXHIBIT 3

**Exhibit 3**

CAUSE NO. DC-22-01840

MIGUEL GARCIA,	§	IN THE DISTRICT COURT
Plaintiffs,	§	
	§	
vs.	§	68 <sup>TH</sup> JUDICIAL DISTRICT
	§	
BEST BUY CO., INC.,	§	
Defendant.	§	DALLAS COUNTY, TEXAS

---

**DEFENDANT'S ORIGINAL ANSWER**

---

COMES NOW, Defendant Best Buy Co., Inc., ("Defendant"), in the above-entitled and numbered cause and files its Original Answer and, in support thereof, respectfully show as follows:

**I.  
VERIFIED DENIAL**

1. By way of verified denial pursuant to Texas Rule of Civil Procedure 93, Defendant denies that Plaintiff is entitled to recover from named Defendant "BEST BUY CO., INC." in the capacity in which it has been sued. Specifically, Defendant denies that "BEST BUY CO., INC." was, in any way, involved in the events giving rise to this action or employed the persons involved in the alleged incident. Consequently, Plaintiff has no right or potential right of recovery against Defendant "BEST BUY CO., INC." because it is not a proper party. *See, e.g., Ray Malooly Trust v. Juhl*, 186 S.W.3d 568, 571 (Tex. 2006). Though both liability and damages are disputed, the correct Best Buy entity, if any, is Best Buy Stores, L.P.

**II.  
GENERAL DENIAL**

2. Defendant denies each and every material allegation contained in Plaintiff's Original Petition and an amendment or supplement thereto, demands strict proof thereof, and,



to the extent that such matters are questions of fact, says Plaintiff must prove such facts by a preponderance of the evidence if he can so do.

### III.

#### **DEFENSES AND LIMITATIONS ON DAMAGES AND LIABILITY**

3. Defendant specifically denies Plaintiff's claims that it was negligent, and Defendant denies that its alleged acts or omissions proximately caused Plaintiff's alleged damages, if any.

4. Defendant asserts that Plaintiff failed to use the degree of care and caution as would have been used by a reasonable person under the same or similar circumstances, which solely produced and proximately caused Plaintiff's alleged damages, if any.

5. Defendant asserts that Plaintiff's alleged damages, if any, may have been caused by the acts of third persons not under the control of Defendant. Such acts or omissions of said third persons may have been the sole and/or a producing and/or a proximate and/or an intervening and/or a supervening cause of Plaintiff's damages or injuries, if any.

6. Defendant asserts that the inherent dangers and risks associated with lifting were commonly known, obvious, and actually known to Plaintiff and, therefore, Defendant had no duty to protect Plaintiff against such risks.

7. Defendant contends that it is not liable to Plaintiff because Plaintiff was performing the same character of work that he and employees in his position have always done, and there is no evidence the work was unusually precarious.

8. Defendant asserts that it owed Plaintiff no duty to warn, train, or provide additional equipment or employees because the task he was performing did not require special

training or tools and the risks associated with it are commonly known and/or appreciated by Plaintiff.

9. Defendant asserts that the accident complained of was an unavoidable accident, as that term is known under Texas law.

10. To the extent necessary, Defendant asserts that Plaintiff's damages, if any, may have been the result of prior, pre-existing, or subsequent injuries, accidents, or conditions, and said prior, pre-existing, or subsequent injuries, accidents, or conditions were the sole or contributing cause of Plaintiff's damages, if any.

11. Defendant may further show that Plaintiff may have breached his duty to mitigate damages by failing to exercise reasonable care and diligence to avoid loss and minimize the consequences of damages. This may include failing to present available health insurance information to medical providers to take advantage of contractual write-offs and adjustments available under such health-insurance plans.

12. Defendant asserts that Plaintiff may be malingering and/or exaggerating the nature and severity of his alleged injuries to inflate the amount of his alleged damages. Further, to the extent Plaintiff has been or is malingering and/or exaggerating the nature and severity of his alleged injuries in order to continue treatment and thereby increase the amount of his medical damages, Defendant contends that said extended treatment is not medically necessary or reasonable.

13. Defendant contends that any claims for past and future medical or health care expenses are limited to the customary and usual amounts charged for reasonable and necessary medical care, must be reasonable charges for the service for the location provided, and, as

regards to past medical expenses, are further limited to the amounts actually paid or incurred by or on behalf of Plaintiff, pursuant to Texas Civil Practice and Remedies Code § 41.0105.

14. Defendant contends that, pursuant to Texas Civil Practice & Remedies Code § 18.091, to the extent Plaintiff is seeking a recovery for loss of earnings, lost wages, loss of earning capacity, and loss of contributions of pecuniary value, evidence of these alleged losses must be presented by Plaintiff in the form of a net loss after reduction for income tax payments, or unpaid tax liability to any federal income tax law.

15. Defendant respectfully requests that the factfinder allocate responsibility, if any, among all parties, settling parties, and responsible third parties, in accordance with Chapters 32 and 33 of the Texas Civil Practice and Remedies Code.

16. In the unlikely event an adverse judgment is rendered against it, Defendant respectfully prays for contribution, indemnity and/or all available credits as provided for in the Texas Civil Practice and Remedies Code and under Texas law.

17. Defendant asserts that it is further entitled to a credit or offset against any judgment that may be rendered against it for any and all amounts paid to or on behalf of Plaintiff under any of Defendant's benefit or insurance programs, including, but not limited to, the Occupational Benefits Plan for the Texas Employees of Best Buy Co., Inc. and/or any other later named Best Buy entity, as applicable.

**IV.**  
**COURT REPORTER REQUESTED**

Defendant respectfully requests that a court reporter be present at all proceedings before the Court.

**V.**  
**PRAYER**

WHEREFORE, PREMISES CONSIDERED, Defendant respectfully prays that Plaintiff take nothing by this cause of action; that Defendant be permitted to recover the costs and fees expended on its behalf; and for all other and further relief, both general and special, at law and in equity, to which it shows itself to be justly entitled.

Respectfully submitted,

/s/ Donna C. Peavler

**Donna C. Peavler**

State Bar No. 00783887

[dpeavler@peavlerbriscoe.com](mailto:dpeavler@peavlerbriscoe.com)

**Sara K. Scudday**

State Bar No. 24073675

[scudday@peavlerbriscoe.com](mailto:scudday@peavlerbriscoe.com)

**PEAVLER | BRISCOE**

2215 Westgate Plaza

Grapevine, Texas 76051

(214) 999-0550 (telephone)

(214) 999-0551 (facsimile)

**ATTORNEYS FOR DEFENDANT**

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing document has been forwarded to all counsel of record pursuant to and in accordance with the Texas Rules of Civil Procedure on April 1, 2022.

/s/ Donna C. Peavler

**Donna C. Peavler**

**VERIFICATION**

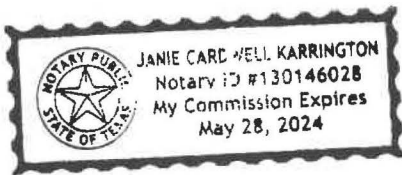
STATE OF TEXAS           §  
  §  
COUNTY OF TARRANT   §

Before me, the undersigned authority, did personally appear Donna C. Peavler, who upon her oath deposes and says that she is one of the attorneys of record for Defendant; that she is over the age of 18 and otherwise competent to make this verification. Accordingly, Donna C. Peavler verifies that the facts alleged in Section I of the foregoing pleading are true and correct.



\_\_\_\_\_  
Donna C. Peavler

Subscribed and sworn to before me on this the 1<sup>st</sup> day of April, 2022.



\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Texas

**Automated Certificate of eService**

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Donna Peavler on behalf of Donna Peavler  
Bar No. 783887  
dpeavler@peavlerbriscoe.com  
Envelope ID: 63191249  
Status as of 4/1/2022 3:09 PM CST

## Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
LOREN G.KLITSAS		klitsas@kv-law.com	4/1/2022 2:25:23 PM	SENT
Donna Peavler		dpeavler@peavlerbriscoe.com	4/1/2022 2:25:23 PM	SENT
Janie Karrington		jkarrington@peavlerbriscoe.com	4/1/2022 2:25:23 PM	SENT
Sandy Dixon		sdixon@peavlerbriscoe.com	4/1/2022 2:25:23 PM	SENT
Sara KimbroughScudday		SScudday@peavlerbriscoe.com	4/1/2022 2:25:23 PM	SENT

# EXHIBIT 4

**Exhibit 4**

### Case Information

DC-22-01840 | MIGUEL GARCIA vs. BEST BUY CO., INC.

Case Number  
DC-22-01840  
File Date  
02/15/2022

Court  
68th District Court  
Case Type  
OTHER PERSONAL INJURY

Judicial Officer  
HOFFMAN, MARTIN  
Case Status  
OPEN

### Party

PLAINTIFF  
GARCIA, MIGUEL

Active Attorneys ▼  
Lead Attorney  
KLITSAS, LOREN GEORGE  
Retained

DEFENDANT  
BEST BUY CO., INC.

Address  
REGISTERED AGENT CT CORPORATION SYSTEM  
1999 BRYAN STREET, SUITE 900  
DALLAS TX 75201-3136

Active Attorneys ▼  
Lead Attorney  
PEAVLER, DONNA C  
Retained

### Events and Hearings



02/15/2022 NEW CASE FILED (OCA) - CIVIL

02/15/2022 ORIGINAL PETITION ▼

ORIGINAL PETITION

02/15/2022 ISSUE CITATION ▼

ISSUE CITATION - BEST BUY CO., INC.

02/15/2022 JURY DEMAND ▼

JURY DEMAND

02/15/2022 REQUEST FOR SERVICE ▼

REQUEST FOR SERVICE

02/22/2022 CITATION ▼

Served

03/10/2022

Anticipated Server

ESERVE

Anticipated Method

Actual Server

PRIVATE PROCESS SERVER

Returned

03/14/2022

Comment

BEST BUY CO., INC.

03/14/2022 RETURN OF SERVICE ▼

EXECUTED CITATION - BEST BUY CO INC

Comment

EXECUTED CITATION - BEST BUY CO INC

04/01/2022 ORIGINAL ANSWER - GENERAL DENIAL ▼

BEST BUY'S ORIGINAL ANSWER

## Documents

REQUEST FOR SERVICE

ORIGINAL PETITION

JURY DEMAND

ISSUE CITATION - BEST BUY CO., INC.

EXECUTED CITATION - BEST BUY CO INC

BEST BUY'S ORIGINAL ANSWER